20 Okla. 125, 93 Pac. 974. Commonly, prohibitive or restrictive clauses, even in the absence of a penalty for violation, are enforced by the courts independent of any legislative action. *McGrew* v. *Mo. Pac. R. R.* (1910) 230 Mo. 496, 132 S. W. 1076; *State* v. *Holmes* (1895) 12 Wash. 169, 40 Pac. 735; *contra, Groves* v. *Slaughter* (U. S. 1841) 15 Pet. 449. Prohibitory provisions are usually effective at least to the extent that anything done in violation of them is void. *Quinlan's Estate* v. *Smye* (1899) 21 Tex. Civ. App. 156, 50 S. W. 1068; *Law* v. *People* (1877) 87 Ill. 385. The amendment in question, therefore, would be self-executing in most jurisdictions, but even if not so construed, the prohibition of the amendment might still have become operative within the meaning of the federal law. Since the case does not arise upon a question concerning the enforcement of the state criminal law, the absence of a penalty need not be considered. The defendant performed an act forbidden in the same terms by the constitution as those used in the federal law to describe the condition for its application. Therefore, the application of the federal law seems proper.

CORPORATIONS—WHEN KNOWLEDGE OF AN OFFICER IS KNOWLEDGE OF THE CORPORATION.—The plaintiff bank through its cashier and its president purchased the defendant's note, the cashier acting openly in behalf of the holder. In an action on the note the defendant alleged that since the cashier knew that the note was conditioned upon not being collected, the bank was charged with knowledge and was thus not an innocent purchaser for value. *Held,* for the plaintiff. *Peoples Bank of Springfield* v. *True* (Tenn. 1921) 231 S. W. 541.

A corporation is charged with the knowledge of its officer transacting its business. *Cf. Harris* v. *American Building & Loan Ass'n* (1898) 122 Ala. 545, 25 So. 200. So a bank is generally bound by the knowledge of its cashier. *Cf. Hansel* v. *The First Nat. Bank* (1910) 158 Ill. App. 127. As where he accepts collaterals with knowledge that the debtor holds them in trust. *Zeis* v. *Potter* (C. C. A. 1901) 105 Fed. 671. Or where he accepts a mortgage with knowledge of a prior mortgage. *Cf. Ottaquechee Savings Bank* v. *Holt* (1885) 58 Vt. 166, 1 Atl. 458. Or where he discounts a note with knowledge of defenses. *McCarty* v. *Kepreta* (1913) 24 N. D. 395, 139 N. W. 992. Or where he accepts a deposit with knowledge that the bank is insolvent. *Cf. Cragie* v. *Hadley* (1885) 99 N. Y. 131, 1 N. E. 537. This liability is governed by the general rules of agency. *Campbell* v. *Manufacturers' Nat. Bank* (1901) 67 N. J. L. 301, 51 Atl. 497. A principal is generally bound by the knowledge of his agent because it is the latter's duty to communicate his knowledge, and it is presumed that he has so done. *Distilled Spirits* (U. S. 1870) 11 Wall. 356. The liability therefore does not exist where the agent's knowledge was acquired as the agent of another, and where a disclosure thereof would be a breach of confidence to the second principal. See *Constant* v. *University of Rochester* (1889) 111 N. Y. 604, 615 *et seq.,* 19 N. E. 631; *Distilled Spirits, supra,* 367. So where the communication of the agent's knowledge would necessarily prevent the consummation of the transaction. *American Surety Co.* v. *Pauly* (1898) 170 U. S. 133, 18 Sup. Ct. 552; *Hilliard* v. *Lyons* (C. C. A. 1910) 180 Fed. 685. Similarly, if the agent is openly acting on his own behalf, or for another, and thus adversely to his principal. *Cf. Smith* v. *Wallace Nat. Bank* (1915) 27 Idaho 441, 150 Pac. 21; *Holm* v. *Atlas Nat. Bank* (C. C. A. 1898) 84 Fed. 119. The contrary has been held where he acts both for himself and his principal. *LeDuc* v. *Moore* (1892) 111 N. C. 516, 15 S. E. 888. It seems better, however, not to presume communication if the agent acts on his own behalf. *Graham* v. *Orange County Nat. Bank* (1896) 59 N. J. L. 225, 35 Atl. 1053. The instant case thus is in accord with the sounder view.